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9 Attorneys for Plaintiffs, Operating Engineers'
10 Health and Welfare Trust Fund for Northern California, et al.

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

OPERATING ENGINEERS' HEALTH AND
WELFARE TRUST FUND, et al.,

Plaintiffs,

v.
GOLDEN INTERSTATE SWEEPING SERVICE
INC., a California Corporation,

Defendant.

Case No. 3:20-cv-04676-JCS

**JUDGMENT PURSUANT TO
STIPULATION**

IT IS HEREBY STIPULATED and AGREED (the "Stipulation") by and between the parties hereto that Judgment shall be entered in the within action in favor of Plaintiffs Operating Engineers' Health and Welfare Trust Fund, et al. ("Plaintiffs" or "Trust Funds") and against Defendant Golden Interstate Sweeping Service., a California Corporation, ("Golden Interstate" or Defendant) and Guarantor NorCal Environmental Corporation (hereinafter referred to as "NorCal" or Guarantor), as follows:

1. This Stipulation is entered pursuant to a Settlement Agreement and Release of Claims entered into by Plaintiffs and Defendant.

1 2. Defendant Golden Interstate is signatory to and bound by the terms of a Collective
 2 Bargaining Agreement(s) ("Bargaining Agreement") with the Operating Engineers Local Union No. 3
 3 ("Union"). The Bargaining Agreement is still in full force and effect.

4 3. Robert A. Schimpf confirms that he is the President of Golden Interstate and is
 5 authorized to enter into this Stipulation on behalf of Golden Interstate. John Phillips confirms that he is
 6 the CEO of NorCal and is authorized to enter into this Stipulation on its behalf. Defendant Golden
 7 Interstate and Guarantor NorCal specifically consent to the Court's jurisdiction, as well as the use of a
 8 Magistrate Judge for all proceedings, including entry of judgment herein. Defendant and Guarantor
 9 further confirm that all successors in interest, assignees, and affiliated entities (including, but not limited
 10 to, parent or other controlling companies), and any companies with which either Defendant or Guarantor
 11 joins or merges, if any, shall also be bound by the terms of this Stipulation as Guarantors. This shall
 12 include any additional entities in which the Guarantor possesses any controlling ownership interest. All
 13 such entities shall specifically consent to the Court's jurisdiction, the use of a Magistrate Judge for all
 14 proceedings, and all other terms herein, in writing, at the time of any assignment, affiliation or purchase.

15 4. The parties hereby expressly stipulated that Judgment shall be entered against Defendant
 16 Golden Interstate, in the total amount of \$190,000 plus 10% interest per annum on the declining balance
 17 payable to the Trust Funds.

18 **REQUIREMENTS UNDER THE TERMS OF THIS STIPULATION**

19 5. **Notice requirements** pursuant to the terms of this Stipulation are as follows:

- 20 a) **Notices to Defendant:** Golden Interstate Sweeping, Inc., c/o Robert A. Schimpf,
 21 PO Box 905, Rancho Cordova, CA 95741-0905; email:
 22 rob@goldeninterstate.com
- 23 b) **Notices to Guarantor:** NorCal Environment Corporation, c/o Robert A. Schimpf,
 24 3167 Fitzgerald Road, Rancho Cordova, CA 95742; email:
 25 dschimpf@calerosion.com
- 26 c) **Notices to Plaintiffs:** Siddharth Jhans, Saltzman & Johnson Law Corp., 1141
 27 Harbor Bay Parkway, Suite 100, Alameda, CA 94502; email:
 28 sjhans@sjlawcorp.com, copy to compliance@sjlawcorp.com

1 6. The requirements pursuant to the terms of this Stipulation are as follows:

2 a) **Payments**: Defendant shall pay the amount of \$190,000 in 24 equal payments
 3 plus 10% interest per annum on the declining balance.

4 i) Payments in the amount of **\$8,767.54 per month** shall begin on January 1,
 5 2022, and continue on or before the 1st (first) day of each month thereafter **for a period of twenty-four**
 6 **(24) months**. Plaintiffs may require that Defendant pay electronically by ACH/wire transfer, or by
 7 cashier's check.

8 ii) Defendant shall have the right to increase the monthly payments at any
 9 time and there is no penalty for prepayment.

10 b) **Contributions**: Beginning with contributions due for hours worked by
 11 Defendant's employees during the month of December 2021, and for every month thereafter until this
 12 Judgment is satisfied, Defendant shall remain current in reporting and payment of contributions due to
 13 Plaintiffs under the terms of the Collective Bargaining Agreement(s). Defendant shall report and pay its
 14 contributions electronically.

15 c) **Job Report**: Beginning with the month of December 2021, and for every month
 16 thereafter, Defendant shall fully disclose all jobs on which they are working by providing Plaintiffs with
 17 fully completed job reports on the form attached hereto as *Exhibit A*.

18 7. In summary, the Defendant shall deliver the following payments and documents to
 19 Plaintiffs, at the following locations, on or before the following delivery deadlines, until this Stipulation
 20 has been fully satisfied:

<u>Required Submissions</u>	<u>Delivery deadlines¹</u>	<u>Delivery locations</u>
Stipulated payments in the amount of \$8,767.54 payable to <i>Operating Engineers Trust Funds</i>	1 st day of each month (1/1/22-12/1/23)	Siddharth Jhans Saltzman & Johnson Law Corp. 1141 Harbor Bay Parkway, #100 Alameda, CA 94502

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 27 ¹ If the Stipulation has not been fully satisfied by 12/1/23, all monthly submission requirements shall
 28 continue until all amounts have been paid and a Satisfaction of Judgment has been filed with the Court.

<u>Required Submissions</u>	<u>Delivery deadlines</u> ¹	<u>Delivery locations</u>
Current contribution reports and payments payable to <i>Operating Engineers Trust Funds</i>	15 th day of each month (beginning 1/15/22, for 12/21 hours)	Operating Engineers Trust Funds P.O. Box 3157 Hayward, CA 94540-3157 Plus copies to: compliance@sjlawcorp.com (subject: "Golden Interstate") and/or to: Siddharth Jhans Saltzman & Johnson Law Corp. 1141 Harbor Bay Parkway, #100 Alameda, CA 94502
Completed job reports (form attached as Exhibit A to Stipulation)	15 th day of each month (beginning 1/15/22, for 12/21 hours)	compliance@sjlawcorp.com (subject: "Golden Interstate") or Siddharth Jhans Saltzman & Johnson Law Corp. 1141 Harbor Bay Parkway, #100 Alameda, CA 94502

Failure to comply with any of the above terms, including submitting a payment that does not clear the bank, or failing to endorse a joint check provided for the payment of amounts due under the terms of this Stipulation including current contributions, shall constitute a default of the obligations under this Stipulation.

DEFAULTS UNDER THE TERMS OF THIS STIPULATION

If default occurs, Plaintiffs shall make a written demand to the Defendant to cure said default *within ten (10) days of the date of the notice from Plaintiffs*. In the event default is not cured within the required time frame, all amounts remaining due hereunder (after application of principal payments made, if any) shall be due and payable on demand by Plaintiffs.

A Writ of Execution may be obtained without further notice, in the amount of the unpaid balance plus any additional amounts due under the terms herein. Such Writ of Execution may be obtained solely upon declaration by a duly authorized representative of Plaintiffs setting forth the

1 balance due as of the date of default.

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3 **MISCELLANEOUS PROVISIONS**

4 11. The above requirements remain in full force and effect regardless of whether or not the
5 Defendant has ongoing work, whether Defendant's account with the Trust Funds is active, or whether
6 the Defendant remains a signatory to a Collective Bargaining Agreement with the Union. If, for any
7 reason, the Defendant has no work to report during a given month, the Defendant shall submit the job
8 report form (Exhibit A attached hereto) indicating that there are no current jobs. If the Defendant has no
9 contributions to report, the Defendant shall submit the applicable contribution report stating "no
10 employees."

11 12. Payments made by joint check shall be endorsed on behalf of the Defendant prior to
12 submission, and may be applied toward the Defendant's monthly stipulated payment, provided that the
13 issuer of the joint check is not requesting a release in exchange for the payment. Joint checks for which a
14 release is requested may not be applied toward the Defendant's monthly stipulated payment, but shall be
15 deducted from the total balance owed under this Stipulation, provided the payment is for contributions
16 included in this Stipulation.

17 13. The Defendant and Guarantor waive any notice of Entry of Judgment or of any Request
18 for a Writ of Execution, and expressly waives all rights to stay of execution and appeal.

19 14. Any failure on the part of Plaintiffs to take any action as provided herein in the event of
20 any breach of the provisions of this Stipulation shall not be deemed a waiver of any subsequent breach.

21 15. The Defendant and Guarantor have represented that they do not intend to file for
22 Bankruptcy protection. In the event that the Defendant and/or Guarantor file for Bankruptcy protection,
23 the Defendant and Guarantor specifically agree that the amounts due hereunder, which are employee
24 benefits and related sums, shall not be dischargeable. The Defendant and Guarantor agree to reaffirm
25 this debt, and will not request that the debt be discharged.

26 16. Should any provisions of this Stipulation be declared or determined by any court of
27 competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of

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1 the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or
2 invalid part, term, or provisions shall be deemed not to be part of this Stipulation.

3 17. This Stipulation is limited to the agreement and compromise pursuant to the Settlement
4 Agreement and Release of Claims between the parties with respect to the unpaid and delinquent
5 contributions and related sums enumerated herein, that Plaintiffs claim they are owed by the Defendant.
6 This Stipulation does not in any manner relate to withdrawal liability claims, if any. The Defendant and
7 Guarantor acknowledge that Plaintiffs expressly reserve their right to pursue withdrawal liability claims,
8 if any, against the Defendant, Guarantor and their control group members, as provided by Plaintiffs'
9 Plan documents, Trust Agreements incorporated into their Bargaining Agreements, and applicable laws
10 and regulations.

11 18. This Stipulation and the Settlement Agreement and Release of Claims contains all of the
12 terms agreed to by the parties and no other agreements have been made. Any changes to this Stipulation
13 shall be effective only if made in writing and signed by all parties hereto.

14 19. This Stipulation may be executed in any number of counterparts and by electronic
15 signature, each of which shall be deemed an original and all of which shall constitute the same
16 instrument.

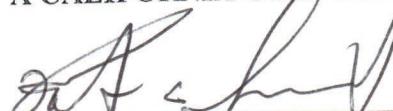
17 20. The Defendant and Guarantor represent and warrant that they have had the opportunity to
18 be or have been represented by counsel of their own choosing in connection with entering this
19 Stipulation under the terms and conditions set forth herein, that they have read this Stipulation with care
20 and are fully aware of and represent that they enter into this Stipulation voluntarily and without duress.

21 21. The parties agree that the Court shall retain jurisdiction of this matter until this Judgment
22 is satisfied.

23 DATED: December 13, 2021

GOLDEN INTERSTATE SWEEPING, INC.,
A CALIFORNIA CORPORATION

24 By:

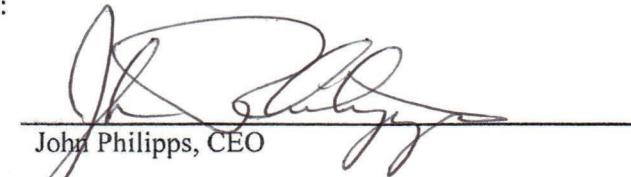

Robert A. Schimpf, President

1 **GUARANTOR:**

2 DATED: December , 2021

3 NORCAL ENVIRONMENTAL
4 CORPORATION, A CALIFORNIA
CORPORATION

5 By:



6 John Philipps, CEO

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8 DATED: December 10, 2021

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14 DATED: December 10, 2021

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20 IT IS SO ORDERED.

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22 IT IS FURTHER ORDERED that the calendar in this matter is vacated, and that the Court shall retain
jurisdiction over this matter.

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24 DATED: December 14, 2021

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10 OPERATING ENGINEERS HEALTH AND
11 WELFARE TRUST FUND FOR NOR. CAL.,
12 ET AL.

13 By:



14 Kevin J. Albanese, Trustee of the Plaintiff Trust
15 Funds

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20 IT IS SO ORDERED.

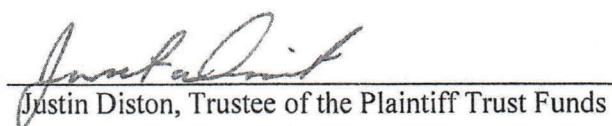
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22 IT IS FURTHER ORDERED that the calendar in this matter is vacated, and that the Court shall retain
jurisdiction over this matter.

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24 DATED: December 14, 2021

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20 OPERATING ENGINEERS HEALTH AND
21 WELFARE TRUST FUND FOR NOR. CAL.,
22 ET AL.

23 By:



24 Justin Diston, Trustee of the Plaintiff Trust Funds



25 UNITED STATES MAGISTRATE JUDGE

26 Joseph C. Spero

Exhibit A: JOB REPORT FORM

Completed Forms Due by the 15th business day of each month
 by email to compliance@sjlawcorp.com (subject line: *Golden Interstate*) , or
 delivered to Saltzman & Johnson, 1141 Harbor Bay Parkway, Ste. 100, Alameda, CA 94502

Employer: Golden Interstate Sweeping, Inc.

Report for the month of _____, 20____ Submitted by: _____

Project Name:			Public or Private? (Circle one)
Project Address:			
General Contractor:			
General Contractor Address:			
General Contractor Phone #:		Project Manager Name:	
Project Manager Phone #:		Project Manager email address:	
Contract #:		Contract Date:	
Total Contract Value:			
Work Start Date:		Work Completion Date:	
Project Bond #:		Surety:	

Project Name:			Public or Private? (Circle one)
Project Address:			
General Contractor:			
General Contractor Address:			
General Contractor Phone #:		Project Manager Name:	
Project Manager Phone #:		Project Manager email address:	
Contract #:		Contract Date:	
Total Contract Value:			
Work Start Date:		Work Completion Date:	
Project Bond #:		Surety:	

****Attach additional sheets as necessary****